IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.3089 OF 2005
IN
SUIT NO. 3156 OF 1999

I.C.I.C.I. Bank Limited ...Plaintiffs
Vs.
M/s.Mafatlal Engineering Industries Ltd. ...Defendants
And
Kotak Mahindra Bank Limited ...Intervener

Mr.Sandeep Parikh a/w. Mr. Arun Siwadi i/b. Amarchand Mangaldas and Suresh A. Shroff & Co. for Plaintiff
Mr. Briendu Saraf i/b. V.Deshpnde & Co. for Kotak Mahindra Bank.

CORAM: SMT. ROSHAN DALVI, J.
DATED: 3RD MARCH, 2006

P.C.

1. This Notice of Motion is taken out by the interveners to allow them to intervene in the suit. They have taken over the rights and entitlements of the Plaintiffs under an agreement with the Plaintiffs dated 16th November 2004 followed by a Deed of Assignment dated 29th September 2004. The Plaintiffs have accordingly assigned the debt due to it interalia from Defendant No.1 to the interveners.

2. The interveners are therefore proper parties to the suit and must be allowed to be party Defendants as applied for by them. Consequently the Notice of Motion is made absolute in terms of prayer clause (c).

N.O.C.

3. The Plaintiffs shall carry out amendments within 2 weeks in the plaint as well as in the copies of the plaint served upon the Defendants.

4. The interveners waive service of the Writ of Summons.

5. The other Notices of Motion along with the Court Receiver’s report are adjourned for 3 weeks.

(ROSHAN DALVI,J.)